BILL NO. S-89-12-29

SPECIAL ORDINANCE NO. S-233-89

AN ORDINANCE approving CONTRACT #911-89, CLERMONT-SENATE AVENUE SANITARY SEWER between LAND, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT #911-89, CLERMONT-SENATE AVENUE SANITARY SEWER by and between LAND, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

is shown on the attached Resolution.

the Contract price is Forty-Seven Thousand Nine Hundred Sixty-Four and no/100 Dollars ($47,964.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

Wednesday, November 8, 1989

Department of Public Works & Safety
Office of the Board
Third Floor Conference Room
Meeting held at 9:00 a.m.

Charles E. Layton, Director
Michael McAlexander, Member
Douglas M. Lehman, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. #1056-89, Clermont Avenue Water Main Extension

ALL STAR CONST.	22,875.75
BERCOT, INC.	27,385.00
BUTLER & BUTLER	
EARTH CONST.	27,650.50
LAND, INC.	28,753.00
PRICE BROS.	
SCHEIDLEMAN EXC.	24,959.25

Eng. Est. - $27,691.00

2. RECEIVE BIDS - Res. 911-89, Clermont-Senate Sanitary Sewer Extension

ALL STAR CONST.	48,765.00
BERCOT, INC.	51,158.00
BUTLER & BUTLER	
EARTH CONST.	
LAND, INC.	47,964.00
SCHEIDLEMAN EXC.	46,750.00

Eng. Est. - $58,400.00

3. RECEIVE BIDS - Res. 6137-89, Water Construction Maintenance Street Cuts, Pkg. XIV

BROOKS CONST.	23,915.00
WEIKEL LINE ~~HIPSKIND CONCRETE~~	23,732.00
MERGY CONST.	25,434.50
TOMCO CONST.	27,713.00

Eng. Est. - $30,248.50

CLERMONT - SENATE SANITARY SEWER EXTENSION

Resolution #911-1989

RESOLVED by the Board of Public Works and Safety of the City of Fort Wayne, Indiana, that:

The construction of a sanitary sewer, intended and adapted for use by property holders, whose property abuts thereon, and for receiving sewage from collateral drains, be and the same is hereby ordered in and along the following described centerline:

MAINLINE
Beginning at proposed manhole on an existing sewer located 165± LF south of and 15± LF east of the centerline intersection of Senate Avenue and Bueter Avenue; thence West 950± LF to a proposed sanitary sewer manhole located 15± LF West of the Northeast corner of Lot 418 Fairfax Second Addition.

LATERAL A
Beginning at a proposed manhole on an existing sewer located 165± LF south of and 15± LF east of the centerline intersection of Clermont Avenue and Bueter Avenue; thence West 300± LF to a proposed sanitary sewer manhole located 35± LF west of the Southeast corner of Lot 395 of Fairfax Second Addition.

LATERAL B
Beginning at an existing sanitary sewer manhole located 30± LF west of and 25± LF south of the intersection of Wayne Trace and Clermont Avenue; thence East 100± LF to a proposed manhole located 10± LF south of and 30± LF east of the Northwest corner of Lot 379 of Fairfax Second Addition.

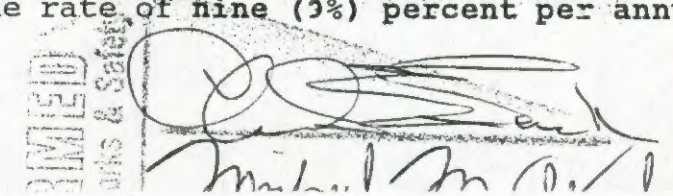
Said sewers shall be 8" in diameter.

Said sewer, with all its appurtenances shall be constructed in accordance with City of Fort Wayne Sewer Utility Standards and Specifications.

The cost of said sanitary sewer improvement shall be paid by funds from Fort Wayne Sewer Utility Funds and Revolving Barrett Funds.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvements all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana. Indiana Code Titled 36-9-18-1 through 36-9-18-45 and 36-9-21-1 through 36-9-21-18 effective 1 September 1981 and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments if deferred, are to be paid in ten equal installments with interest at the rate of **nine (9%) percent per annum** as set by



the Board of Public Works and Safety and shall be financed under Revolving Barrett Law as provided for in the above entitled acts.

ADOPTED THIS 20th DAY OF September, 1989.

BOARD OF PUBLIC WORKS AND SAFETY

CHARLES E. LAYTON, DIRECTOR
PUBLIC WORKS

MICHAEL MCALEXANDER, DIRECTOR
PUBLIC SAFETY

DOUGLAS M. LEHMAN, DIRECTOR
ADMINISTRATION AND FINANCE

ATTEST: Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

Approved as to form and legality by ASSOCIATE CITY ATTORNEY
Attorney-at-law.

CONSTRUCTION CONTRACT 911-1989

BOARD ORDER #109-1989 **WORK ORDER #73663**

THIS CONTRACT made and entered into in triplicate this 6th day of ~~November~~ December, 1989, by and between **LAND, INC.**, herein called **CONTRACTOR** and the **CITY OF FORT WAYNE, INDIANA,** an Indiana Municipal Corporation acting by and through the Mayor and the Board of Public Works & Safety, herein called **OWNER:**

WITNESSETH, that the **CONTRACTOR** and the **OWNER** for the consideration hereinafter named, agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

CLERMONT-SENATE AVENUE SANITARY SEWER

MAINLINE - Beginning at a proposed manhole on an existing sewer located 165± LF South of and 15± LF East of the centerline intersection of Senate Avenue and Bueter Avenue; thence West 950± LF to a proposed sanitary sewer manhole located 15± LF West of the Northeast corner of Lot 418 Fairfax Second Addition.

LATERAL A - Beginning at a proposed manhole on an existing sewer located 165± LF South of and 15± LF East of the centerline intersection of Clermont Avenue and Bueter Avenue; thence West 300± LF to a proposed sanitary sewer manhole located 35± LF West of the Southeast corner of Lot 395 of Fairfax Second Addition.

LATERAL B - Beginning at an existing sanitary sewer manhole located 30± LF West of and 25± LF South of the intersection of Wayne Trace and Clermont Avenue; thence East 100± LF to a proposed manhole located 10± LF South of and 30± LF East of the Northwest corner of Lot 379 of Fairfax Second Addition.

Said sewers shall be 8" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department's Drawing No. SY **#11229, Sheets 1 through 5** and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRIBUTOR** for the performance of the contract the unit price sum of **Forty-Seven Thousand Nine Hundred Sixty-Four and no/100 ($47,964.00) Dollars.** In the event the amount of work

is increased or decreased by **OWNER** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to **CONTRACTOR.**

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the **CONTRACTOR** is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided, only that **CONTRACTOR** shall first furnish **OWNER** if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any Court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort

Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR** shall be conclusive against **CONTRACTOR** as to amount, liability, and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (aa amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this Contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids for Contract No. **911-89**
b. Instructions to Bidders for Contract No. **911-89**
c. Contractor's Proposal dated **November 8, 1989**
d. Fort Wayne Engineering Department Drawing No. **SY 11229**
e. Supplemental Specifications for Contract No. **911-89**
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment Bond
k. Minority/Female Employment Hourly Utilization
l. Right-of-Way Cut Permit
m. Comprehensive Liability Insurance Coverage
n. MBE/WBE Commitment Form
o. Form 96
p. Specifications and Standards - Water Pollution Control Engineering dated 26 April 1989

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER.**

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of work covered by this Contract, will be permitted except prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **sixty (60) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the Mayor and the Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This Contract is governed by laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written in.

Bond No. B1454769

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Land, Inc.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne
Board of Public Works and Safety
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of Forty-Seven Thousand, Nine Hundred

Sixty-Four and no/100 ---------- Dollars ($ 47,964.00-------), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated December 1, 1989, entered into a contract with Owner for

Clermont Avenue Water Main Extension,
Resolution 1056-89

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 1st day of December 19 89

Jay Brown
(Witness)

Land, Inc. (Seal)
(Principal)
By: Jack Brown, President
(Title)
12-4-89

Erica J. Mallott
(Witness)

RELIANCE INSURANCE COMPANY
By: Walter E. Manske
(Title)
Walter E. Manske, Attorney-in-Fact

Performance Bond
Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.
PDR 2204 ED 7-71

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Land, Inc.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner) City of Fort Wayne
Board of Public Works and Safety
City-County Building, Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Forty-Seven Thousand, Nine Hundred Sixty-Four and no/100 --------- Dollars ($ 47,964.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated December 1, 19 89 , entered into a contract with Owner for Clermont Avenue Water Main Extension,
Resolution 1056-89

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 1st day of December 19 89

Land, Inc. (Seal)
(Principal)

(Witness)

By
(Title)

RELIANCE INSURANCE COMPANY

Erica J. Mallett
(Witness)

By Walter E. Manske
Walter E. Manske
Attorney-in-fact

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock P .M.,E.S.T.

DATED: 12-12-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. ~~PASSED~~ LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 12-26-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-223-89. on the 26th day of December, 19 89,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of December, 19 89, at the hour of 1:30 o'clock P .M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of January, 19 90, at the hour of 2:10 o'clock P .M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract #911-89, Clermont-Senate Avenue Sanitary Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The description of Res. #911-89, Clermont-Senate Sanitary Sewer, is shown on the attached Resolution. Land, Inc. is the Contractor.

'89-12-29

EFFECT OF PASSAGE Improved sewer conditions at location as per the attached.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $47,964.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-12-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT #911-89, CLERMONT-SENATE AVENUE SANITARY SEWER between LAND, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 12-26-89.

Sandra E. Kennedy
City Clerk